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PART IV

Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE MADHYA PRADESH COMMERCIAL EXCHANGE LIMITED, AKOLA

Akola, the 28th October 1963

The approval of the Secretary, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1962 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification S.O. 1162, dated the 4th May 1960, has been obtained to the following amendments made to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., Akola, the same having previously placed on the Notice Board of the Exchange pursuant to Section 11 of the Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

Amendments

Additional Bye-laws for Hedge Trading in Groundnut Oil.

273. Bye-laws beginning with No. 273 to No. 309 (both inclusive) are additional Bye-laws for Hedge Trading in Groundnut Oil. All the Bye-laws of the Exchange as may be in force at any time or from time to time shall also be applicable to all the matters connected with Hedge Contracts in Groundnut Oil in so far as those matters are not specifically dealt with in these additional Bye-laws for Hedge Contracts in Groundnut Oil and are not repugnant to the additional Bye-laws.

274. For the purpose of hedging there shall be one Hedge Contract styled as "Groundnut Oil Contract".

275. *Basis.*—Raw Groundnut Oil, filtered, obtained by a process of expressing Groundnut (*Arachis Hypogaea*) only. It shall be free from admixture with other oil or substance and shall conform to the following specifications. It shall also be free from moisture, suspended matter or sediment in terms of the following specifications :—

F.F.A.—Basis 2.00%.

When F.F.A.—

- (a) is up to 2.00%—no rebate;
- (b) when it exceeds 2.00% but does not exceed 3.00% rebate equal to the percentage excess over 2%;
- (c) when it exceeds 3.00%—rebate equal to the percentage excess over 2% but buyer's option to reject.

The rebate is payable by the seller to the buyer.

Moisture+Sediment/suspended matter % by weight.—
Basis—0.50%.

When Moisture+Sediment/Suspended matter—

- (a) is up to 0.50%—no rebate;
- (b) exceeds 0.50% but does not exceed 1.00%—rebate equal to the percentage excess over 0.50%;
- (c) when it exceeds 1.00%—rebate equal to the percentage excess over 0.50% but buyer's option to reject.

The rebate is payable by the seller to the buyer.

Colour on Lovibond scale in 1/2" Cell expressed as (Y+5R) not deeper than.—Basis—7.5 Units.

When colour on Lovibond Scale in 1/2" Cell expressed as (Y+5R),

- (a) is up to 7.5 Units—no rebate;
- (b) is deeper than 7.5 units but is not deeper than 11 units—rebate @ 25 nP. per quintal;
- (c) is deeper than 11 units—rebate @ 25 nP. per quintal but buyer's option to reject.

Rebate is payable by the seller to the buyer.

276. Groundnut Oil of the current as well as old crop, conforming with the specifications as laid down in Bye-law 275 shall be tenderable. However, solvent extracted Groundnut Oil or the admixture of Solvent Extracted Groundnut Oil with the Raw Groundnut Oil shall not be tenderable.

277. The Board may, in consultation with the Forward Markets Commission, add to or delete or alter the basis, terms, description, percentages, etc., of the "Specifications" as laid down in Bye-law 275, before the commencement of trading for a particular delivery.

278. *Months of Delivery.*—January, March, May and August.

279. *Delivery Period.*—From 1st to 15th of all the Delivery Months.

280. (a) *Unit of Trading.*—20 Quintals.

(b) *Unit of Tender.*—20 Quintals.

(c) *Unit of Price Quotations.*—1 Quintal.

281. (a) *Delivery from Seller's Godown.*—The transactions for Hedge Contract shall be for delivery from the seller's godown or any other open compound or premises within the Municipal limits of Akola City. The buyer shall weigh over and take away the goods from the seller's premises at his own expenses.

(b) *Storage.*—The Groundnut Oil for which a tender is issued must in all cases be stored by the seller in either barrels, tins or storage tanks and in no other form of container. A unit of tender should be either fully in barrels, in tins or in storage tanks.

If the Groundnut Oil for which a tender is issued is found in any sort of container other than specified above, it shall be treated as an unfair tender.

282. *Rejected Oil Not Tenderable in Subsequent Deliveries.*—Groundnut Oil rejected in any particular delivery shall not be retendered during the same or subsequent deliveries of the same or subsequent year.

283. *Mofussil Centres.*—The seller shall have the option of delivering Groundnut Oil at Akola or at the following Mofussil Centres :

Amravati, Bhusaval, Jalna, Karanja, Khamgaon, Malkapur, Yeotmal, Burhanpur, Khandwa, Kargone.

Provided that the Board may, with the previous approval of the Forward Markets Commission, delete any of the abovementioned centres or add new centres to the above centres, from time to time. Such alterations shall be made only before the commencement of trading in any delivery.

284. *Payment at Mofussil Centres.*—(a) When buyer takes delivery of Groundnut Oil at a mofussil centre, in lieu of cash he may tender to the seller a Cheque certified by one of the following Banks but the option to make payment by such cheques shall not release the buyer from fulfilling his liability, if for any reason—whatsoever the seller is unable to obtain payment of such cheque:—

- (1) State Bank of India, Akola.
- (2) The Central Bank of India Ltd., Akola.
- (3) The Allahabad Bank Ltd., Akola.
- (4) The Punjab National Bank Ltd., Akola.

Provided that the Board shall have the power, from time to time, to delete the name of any Bank from or to add the name of any Bank to the above list.

Delivery at Mofussil Centres.—(b) The Groundnut Oil to be delivered at mofussil centres shall be—protected and stored in a godown, any other open compound or premises of Oil Factories within Municipal limits of the mofussil centre concerned, by the seller and all facilities for sampling shall be afforded by the seller to the buyer.

285. *Sampling and Sealing.*—The buyer shall have the right to inspect Groundnut Oil in all the barrels or 40 tins out of each unit of tender. In respect of Groundnut Oil stored in barrels or tins, the buyer shall take out the sample for the purpose of survey from as many barrels or tins as have been opened by him for inspection against each unit of tender, after giving jolts to the barrels or the tins as the case may be, in equal proportion. In case of Groundnut Oil stored in storage tanks the buyer shall take out the sample for the purpose of survey from the outlet cock or tap of the tank. The sample shall then be separated into 2 bottles each containing about 180 Grams of Groundnut Oil and shall be sealed by the buyer and handed over to the seller who will then arrange for sending it to the Office of the Exchange the same day if the samples are drawn in Akola and within 48 hours if the samples are drawn at any mofussil centres prescribed under Bye-law 283. The sampling shall be finished within 2 days from the date of the declaration of the last buyer in case of Groundnut Oil tendered in Akola and within 3 days if the Groundnut Oil is tendered at any of the mofussil centres prescribed under Bye-law 283. After taking out samples the buyer may put his own seal on the whole lot of the barrels or the tins, if he so desires. In the case of the Groundnut Oil tendered in storage tanks the seller shall inform the Exchange when the buyer approaches the seller for taking out the sample. The Officer of the Exchange shall thereupon put the seal of

the Exchange on the inlet of the tank. The seller shall also declare to the Exchange the full quantity of Groundnut Oil stored in the tank.

286. *Survey/Arbitration* in such cases shall be arranged by the Exchange as soon as convenient after the receipt of the samples in the Office.

287. *Delivery.*—(a) The buyer shall complete taking delivery of Groundnut Oil within 7 days if the Groundnut Oil is tendered in Akola and within 15 days if the same is tendered at any of the mofussil centres prescribed under Bye-law 283, from the date of receipt of delivery order from the Clearing House if there is no survey or from the date of the Final Award if there is any survey or Arbitration. The Board shall be entitled to extend the period of delivery or to provide for a longer period of delivery if it deems it necessary.

(b) The seller shall arrange to provide one weighing scale for every 25 units of tender or a part thereof subject to a maximum of 5 scales. The weightment of Groundnut Oil shall be carried on at the rate of 6 tins at a time.

288. *Mofussil Allowance.*—If the goods are delivered at mofussil centres, the seller shall pay to the buyer the following charges :—

- (a) Railway Freight from the place of delivery to Akola.
- (b) Cartage from the seller's godown to the Railway Station of despatch.
- (c) All the Octroi, terminal and other local taxes, if any, applicable at the station of delivery as well as at Akola.
- (d) An allowance of Rs. 3.00 nP. per quintal by way of other expenses.

Provided that the Board shall have the power to increase or decrease the aforesaid rate of Rs. 3.00 nP. laid down in clause (d) above, in concurrence with the Forward Markets Commission. Further provided that the railway freight referred to in clause (a) above shall be calculated at the railway rate prevailing on the date of the issue of the delivery order.

289. *Sales Tax.*—Provisions for sales tax in respect of Groundnut Oil shall be as per Clause (10) of Bye-law 54 excepting the last paragraph of Sub-Clause (c) of the aforesaid clause.

290. *Excise Duty.*—If at any time, Excise Duty is levied by the Government, the buyer shall not be responsible for its payment. If, however, Excise Duty is levied and subsequently withdrawn by the Government, in that case the seller shall not be responsible to pass on the same to the buyer. The seller shall not be required to give Excise Gate Passes in case the duty is levied.

291. *Delivery Order.*—Every Delivery Order shall be issued in lot of 20 quintals and the same shall be issued at the immediately preceding settlement rate. The parties issuing the delivery orders shall receive or pay the differences, if any, between the contract rate and the last settlement rate through the Clearing House.

292. *Fair Tender.*—To constitute a Fair Tender of Groundnut Oil, the Groundnut Oil shall be in conformity with the following provisions :—

- (a) The Groundnut Oil shall be in conformity with the specification laid down in Bye-law 275.
- (b) Each unit of 20 quintals tendered shall be of one and the same specification of Groundnut Oil.
- (c) Each delivery order shall contain correct information regarding the place of storage, description of the container, last settlement rate, the last day of expiry of holding arbitration etc.
- (d) Each unit of tender should be fully in barrels, tins or storage tanks and should be stored at one place.
- (e) A delivery order issued without sufficient goods shall be deemed as an unfair tender, (In a tender of 20 quintals, Groundnut Oil weighing 19 quin-

tals and 80 kilograms or above only shall be treated as sufficient quantity for a fair tender) and the penalty shall be imposed on the seller as hereinafter appearing :—

If a buyer after weighment of Groundnut Oil under a delivery order finds that the Groundnut Oil is not sufficient to make it a fair tender he may either reject the whole lot in which case he shall be entitled to get the penalty at the rate of Rs. 3.75 nP. per quintal. If, however, he prefers to take delivery even of such insufficient quantity he shall be entitled to a penalty of Rs. 7.50 nP. per quintal for such insufficient quantity which is short in that Delivery Order treating that Delivery Order to be for 20 quintals. In case the buyer elects to reject the whole lot he will invoice it back at the spot rate of the day following that on which he finds that the weight of that lot is insufficient to make it a fair tender or in case of arbitration other than those relating to quality at such rate as may be fixed by the arbitrators, or umpire and in case of appeal, by the Board.

- (f) The Groundnut Oil shall be in possession of the seller or his agent or Bank.
- (g) If the seller adds more Groundnut Oil in the barrels, tins or storage tanks of the unit of tender, after sampling for survey, it shall also constitute an unfair tender.
- (h) Failure to observe any of the above conditions, except clause (e) above, shall be treated as an unfair tender and the buyer shall invoice back the goods under delivery order at the spot rate of the day following that on which the final award is given or in case of arbitration other than those relating to quality at such rate as may be fixed by the Arbitrators or umpire and in case of appeal, by the Board. Such a tender shall also be liable for a fixed penalty of Rs. 3.75 nP. per quintal.
- (i) The Board shall have power from time to time to vary the rate of the penalty laid down in clause (h) above, subject to a maximum of Rs. 7.50 nP. per quintal, provided that the variation shall be made before the commencement of trading in any delivery.

293. *Failure of last buyer to take delivery.*—In the event of the last buyer failing to take delivery as provided above, the seller shall make an application on the next day thereafter in writing to the Exchange with details of the goods, etc. On receipt of such application from the seller, the Exchange shall immediately notify to the buyer of the same and in absence of a satisfactory reply within 24 hours thereof, the Exchange shall intimate to the seller that he (seller) shall be entitled to sell the tendered goods in the open market on account and at the risk of the last buyer; and to recover a penalty of Rs. 7.50 nP. per quintal from the last buyer. Such sale by the seller shall be effected in the presence of an Officer of the Exchange.

In selling the goods as aforesaid on account and at the risk of the buyer if there be any profit, the buyer shall not be entitled to receive the same from the seller, but if there be any loss to the seller, the seller shall be entitled to recover the same from the buyer as also the expenses incurred for selling the goods.

294. Whenever, under the Bye-laws of the Exchange the minimum rate is fixed during a delivery period or if the same shall have been fixed during a non-delivery period and shall not have come to an end on the first tender day, notwithstanding anything contained in other Bye-laws, if the resale of goods in the open market on the buyer's account as provided for in Bye-law 293 cannot be effected at a price equal to or above the minimum rate, then the buyer shall be deemed to have invoiced back the Delivery Order to the first seller at the minimum rate applicable for that delivery period and in that event the buyer shall pay damages equivalent to the difference between the rate of the previous clearing or the rate of the contract (whichever is applicable) and the minimum rate so fixed.

295. *Buyer's right to invoice back.*—In the event of the seller refusing to give delivery of goods which have been approved or surveyed on, the buyer shall have the right after giving 48 hours notice in writing, of invoicing back the goods at the spot rate of the day on which the notice period expires plus a penalty of Rs. 7.50 nP. per quintal or of purchasing in the spot market at a reasonable rate on account and at the risk of the seller.

296. *No responsibility of the seller after final approval.*—The Seller shall not be responsible for damage to the goods caused by rain, fire etc., after approval of the goods tendered but not weighed over within the time stipulated under Bye-law 287.

297. *Failure to tender.*—If a seller fails to issue a delivery order for goods sold or if the goods for which a delivery order has been passed, are not actually then ready for delivery at the place mentioned in the delivery order under Bye-law 292(c) or Bye-law 97, the buyer shall invoice it back at the spot rate fixed for Groundnut Oil together with a penalty as hereinafter mentioned :

- (a) Penalty for failure to issue a delivery order shall be Rs. 3.75 nP. per quintal, and
- (b) Penalty for failure to deliver goods in full after issue of the delivery order shall be Rs. 7.50 nP. per quintal.

If a delivery order is not issued the spot rate shall be that of the due date and such spot rate shall be subject to the conditions, if any, applicable to the contract under Bye-law 301, and if the delivery order is issued the spot rate shall be that of the day on which the failure to delivery occurred, or in the event of a dispute, of the day following the decision thereof, and in the event of survey or arbitration or appeal such rate as may be fixed in the final award.

298. *Tender days.*—The first and the last working day of each of the delivery periods and every Monday and Thursday between these days (except when such days fall on a holiday fixed by the Board or on a Settlement day) shall be known as the tender days. Tender days may, however, be varied from time to time by the Board or by the Chairman, if the Board shall have delegated this power to the Chairman as it is hereby authorised to do, by posting a notice on the Notice Board to that effect.

299. *Instruction forms.*—On every tender day members who have outstanding Hedge Contracts for purchase or sale of Groundnut Oil shall send Instruction Form into the Clearing House. Such forms shall contain a full list of such contracts in units of 20 quintals of Groundnut Oil and the net "long" or net "short" interest of the member at the foot of the form.

300. *Tender Registration Fee.*—For every tender of 20 Quintals the first tenderer shall pay registration fee of Re. 1.00 nP. Each succeeding tenderer shall pay Rs. 00.15 nP. for each of the contracts entered on the tender form. Clearing House shall collect tender registration fee through the clearings by issuing bills to be attached as vouchers to the Balance Sheets of members from whom the fees are due. Member failing to pay the fee accordingly, will be liable to pay the penalties prescribed under Bye-laws.

NOTE :—Members who receive these bills must pay into the Bank prescribed by the Board and put in Balance Sheets even if they have no other occasion to put in the Balance Sheets.

301. *Prohibition on trading.*—(i) Notwithstanding anything contained in these Bye-laws, rules and regulations, the Board may, with the concurrence of the Forward Markets Commission, prohibit trading during any day in hedge contracts in any delivery at a price higher or lower than the closing rate of the previous trading day or of such other trading day, as may be decided by the Board, plus or minus such sum or sums as may be prescribed by the Board. Different sums may be prescribed and made applicable at different levels of the contract price. Any sum or sums so prescribed may with the concurrence of the Forward Markets Commission, be varied by the Board from time to time.

(ii) The powers specified in clause (i) may be exercised by the Forward Markets Commission where, in the opinion of the Commission, it is expedient so to do.

302. *Free limits, margins etc.*—Except for the margin rates on net open position in respect of Hedge Contracts in Groundnut Oil as mentioned below, the provisions of Bye-law 41 shall be applicable :—

MARGINS

From 1 Quintal to 2,000 Quintals: Free Limit. No margin.
 From 2,001 Quintals to 4,000 Quintals: Margin at the rate of Rs. 3.00 nP. Per Quintal.
 From 4,001 Quintals to 6,000 Quintals: Margin at the rate of Rs. 5.00 nP. Per Quintal.
 From 6,001 Quintals to 8,000 Quintals: Margin at the rate of Rs. 7.50 nP. Per Quintal.

303. *Maximum limit.*—No member shall have at any time a total net open position exceeding 8,000 Quintals in respect of Hedge Contracts in Groundnut Oil.

304. *Laga.*—Every member of the Exchange shall pay *laga* on every sale and every purchase at the rate of Rs. 00.05 nP. per unit of 20 Quintals of Groundnut Oil, unless otherwise determined by the Board with the concurrence of the Forward Markets Commission.

There shall be no *laga* on havalas in respect of transactions in Groundnut Oil.

305. *Automatic settlement.*—An automatic settlement shall take place—

- (i) If on any day the closing rate of the hedge contract in Groundnut Oil for any delivery rises by more than Rs. 4.50 nP. per Quintal or falls by more than Rs. 4.50 nP. per quintal above or below the last settlement rate respectively, or
- (ii) Where no settlement rate has been fixed before in respect of a delivery and if on any day the closing rate of the hedge contract for Groundnut Oil for that delivery rises by more than Rs. 4.50 nP. per quintal or falls by more than Rs. 4.50 nP. per quintal above or below the opening rate respectively, registered by the Exchange for that delivery.

306. *Due date.*—The 15th day of all the delivery months shall be the Due Date. A Due Date which would otherwise fall on a holiday or a non-working day of the Exchange, shall in every such case be deemed and taken to be the immediately preceding working day.

307. *Survey.*—(1) Every year the Board shall appoint a separate Survey and Appeal Committee for Groundnut Oil in accordance with the procedure laid down in clauses (1), (2), (3), (5), (6), (7) and (8) of Bye-law 264.

(2) Persons to be appointed as surveyors shall be members, Directors, or authorised representatives of members. Each of the surveyor shall have sound and practical knowledge of Groundnut Oil. Each of the surveyor shall sign a declaration to the effect that he shall perform the duties of surveyors without fear or favour and to the best of his ability, knowledge, judgment and that he shall be subject to the disciplinary jurisdiction of the Board and the Forward Markets Commission.

(3) The surveyors may cause the Groundnut Oil samples to be forwarded to any of the following laboratories for Laboratory Test Report in respect of F.F.A., Moisture+Sediment/Suspended matter, admixture and colour, if the arrangements for the Laboratory Survey Test are not provided by the Exchange at Akola:—

- (a) D. Laxminarayan Institute of Technology, Nagpur.
- (b) Bombay Oilseeds and Oils Exchange Ltd., Bombay.
- (c) Any Government Laboratory situated anywhere in India.
- (d) Any other laboratory which the Board may prescribe from time to time and notify in this behalf.

Provided that the sample in respect of an appeal shall not be forwarded to the same laboratory where the original survey sample of that Groundnut Oil was sent for Test Report.

(4) (a) *Survey Fees.*—Rs. 20 against each unit of 20 Quintals to be paid at the rate of Rs. 10.00 each by the buyer and the seller.

(b) *Appeal Fees.*—Rs. 30.00 against each Survey Award to be paid by the appellant. Provided that there shall be no refund of any of the aforesaid fees once they are paid; Further provided that the Board shall have power from time to time to vary the rates of Survey and Appeal Fees.

(c) No survey or appeal fees shall be payable to any of the Surveyors appointed under Bye-law 307 and the full fee shall be credited to the Exchange.

308. Under Bye-law 217, clause (v), sub-clause (c), the penalty for failure to tender under Bye-law 297 in respect of Groundnut Oil shall be increased to Rs. 7.50 nP. per quintal or Rs. 15.00 nP. per quintal, as the case may be.

309. *Spot rates.*—(1) (a) The Board shall from time to time appoint a Daily Rates Committee consisting of 6 members or their authorised representatives so as to form 2 panels each of 3 persons.

(b) 2 members of a panel of Daily Rates Committee shall form a quorum. In the absence of a quorum, the members of a panel of the Daily Rates Committee present shall call in any other member or members of the Daily Rates Committee to form their quorum of 2.

(c) Each member of the Daily Rates Committee present at a meeting for the purposes of fixation of rates may receive such remuneration not exceeding Rs. 3.00 nP. as the Board may fix from time to time.

(d) A panel of the Daily Rates Committee shall meet daily, except on the Due Date of the Hedge Contract, for the purpose of fixing and registering, as at 1.00 P.M. or as at such other hour as the Board may decide, the spot rate for the basic Groundnut Oil i.e., Groundnut Oil with 2% F.F.A., 0.50% Moisture+Sediment/Suspended Matter and 7.5 unit of colour.

(e) The Board may at any time and for such period as they think fit, in pursuance of a resolution to be passed by them to that effect and pasted on the Notice Board, themselves supersede the Daily Rates Committee and fix and register rates as aforesaid.

(2) *Consideration for fixing spot rates.*—The spot rate for the Groundnut Oil tenderable against the Hedge Contract shall be fixed taking into account the prices at which the basic Groundnut Oil is being sold in the spot market at Akola and corresponding available spot prices of basic Groundnut Oil at the mofussil centres prescribed under Bye-law 283.

(3) On or about the Due Date of the Hedge Contract the Board shall fix and register the spot rate for basic Groundnut Oil for the Due Date as per provisions in Clause (2) above; provided—

- (a) that in respect of Groundnut Oil Hedge Contract, such spot rates shall be subject to the conditions, if any, applicable to the contract under Bye-law 301.
- (b) Further provided that in case, a maximum and/or minimum rate or rates are fixed under these Bye-laws in respect of Groundnut Oil for the purpose of trading in the delivery concerned and such rate or rates are in force on the Due Date, than the Due Date rate shall not be higher than the maximum rate and/or lower than the minimum rate.

(4) *Appeal against spot rates.*—Provisions of Clauses (2) and (3) of Bye-law 57 shall be applicable.

Akola :

Dated 28th October 1963.

S. P. CHANDURKAR

Secretary

FORMS

FORM OF CLIENT'S CONTRACT NOTE
(HEDGE)

No. _____

Sold to/Sold for Account of _____

Bought from/Bought for Account of _____

_____ Quintals _____

Rate : _____

Delivery : _____

Quantity : _____

Commission : _____

Remarks : _____

Place : _____

Date : _____

*To be deleted if not applicable.

FORM OF CLIENT'S CONTRACT NOTE
(HEDGE)

Contract No. _____

Made in Akola this _____ day of _____.

I/We confirm having this day* ^{bought/sold for} _____ you
^{bought from/sold to} _____

in Akola subject to the following conditions and to the Bye-laws of the Madhya Pradesh Commercial Exchange Limited, in force from time to time, which contain amongst other things provisions for the settlement of disputes by Arbitration, and subject also to my/our usual charges and terms of business as Commission Agents _____

Quintal of _____ Groundnut Oil for delivery in Akola from _____ to _____ at seller's option at Rs. _____ net per Quintal. Delivery against cash.

Weight of 20 Quintals to be dealt with under the Bye-laws.

Commission and/or brokerage at _____ to be paid by you to me/us.

I am/We are not responsible for any error or delay in the transmission of telegrams.

A margin of Rs. _____ per quintal (or Rs. _____ per 20 Quintals) to be paid and maintained by you with

me/us until completion of this Contract. Difference between the contract price and the market price arising from time to time owing to fluctuations of the market shall be paid by you in cash to me/us in Akola as and when they arise. In addition any other margins that may be prescribed under the Bye-laws of the Exchange shall also be paid by you.

Groundnut Oil for tender against forward sales, or failing Groundnut Oil, sufficient money to enable me/us to purchase suitable Groundnut Oil for tender must be provided by you in my/our hands at least five working days before the last date on which Groundnut Oil is tenderable or, in the case of open purchases sufficient money to enable me/us to take delivery of the Groundnut Oil when tendered must be provided by you and in my/our hand at least three working days before the first day of the month of delivery.

If you fail to comply with any of the above terms and conditions I/We shall be at liberty to buy back/sell out Groundnut Oil at the market rate without consulting you and at your risk any time or other indulgence given to be for your account and risk.

Notwithstanding anything herein contained this contract is entered into as between principal and principal as provided in Bye-law 241.

This Contract is entered into by me/us on my/our own account.

Signature _____

*To be deleted if not applicable.

(Reverse)

Summary of portion of relevant Madhya Pradesh Commercial Exchange Limited, Bye-laws :

Every Groundnut Oil transaction entered into between members and every contract made subject to the Bye-laws or containing words or abbreviations to a similar effect and every arbitration agreement to which these Bye-laws apply, shall be deemed in all respects to be subject to these Bye-laws and the parties to such transactions, contracts or agreements shall be deemed to have submitted to the jurisdiction of the Courts in Akola for the purpose of giving effect to the provisions of these Bye-laws.

All unpaid claims, whether admitted or not, and all disputes, (other than those relating to quality) arising out of or in relation to (a) Groundnut Oil transactions between members or (b) contracts whether forward or ready and whether between members or between a member and a non-member) made subject to these Bye-laws or containing words or abbreviations to a similar effect or (c) the rights and/or responsibilities of Commission Agents and Brokers not parties to such transactions or contracts or (d) covered by any arbitration agreement, shall be referred to the arbitration of two disinterested persons one to be chosen by each party. The arbitrators shall have power to appoint an umpire and shall do so if and when they differ as to their award.

All disputes as to quality shall be referred to arbitration in manner laid down in the Bye-laws of the Exchange.

On failure to tender, the buyer has the rights as given by the Bye-laws of the Exchange.

Note :—As to the inferiority of Groundnut Oil attention is drawn to the relevant Bye-laws.

FORM OF CLIENT'S CONTRACT NOTE (HEDGE)

Confirmation of contract note No. _____

Made at Akola on _____

M/s. _____

I/We hereby acknowledge receipt of your above contract and confirm ^{*Sale/Purchase through you} _____ dealing on your own account at sale to/purchase from you,

Akola subject to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., and subject also to your usual terms, charges and conditions of business _____ Groundnut Oil for delivery in Akola from _____ at seller's option at Rs. _____ net per Quintal.

Date :

Place.

Signature _____

*Whichever is not applicable must be struck out by the member before this is sent out to the client for signature.

COUNTERFOIL OF FORM FOR FORWARD CONTRACT

Bought/Sold subject to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., for account of

Seller
Buyer
Quintals Groundnut Oil.....
Price Rs.....per Quintal delivered in.....
Delivery.....at seller's option.
Quantity
Special terms, if any
Brokerage, if any.....

This contract shall not be cancelled.

Remarks, if any

Place :

Date :

FORM FOR FORWARD CONTRACTS

From :
Broker(s)
Commission Agent(s).

To M/s.

I/We have this day bought by your order and for your account subject to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., which contain amongst other things provisions for the settlement of disputes by arbitration.

From M/s.
Quintals of Groundnut Oil

at Rs.....per Quintal, delivered in
Deliveryat seller's option.

The Quality to be

Special Terms, if any

Brokerage†

Commission

This Contract shall not be cancelled.

Remarks, if any

Place :

Date :

Seller's Signature.....
Broker(s)
Commission Agent(s)

* If the place of delivery is not filled in above, it shall be taken to be Akola.

† If the particulars of brokerage or commission are not filled in above, the brokerage or commission payable shall be taken to be the usual or customary Brokerage or Commission, unless previously agreed to.

FORM FOR FORWARD CONTRACTS

From :
Broker(s)
Commission Agent(s)
 To M/s.
 I/We have this day sold by your order and for your account subject to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., which contain among other things provisions for the settlement of disputes by arbitration.
 To M/s. (.....) Quintals of Groundnut Oil
 at Rs. per Quintal delivered in*
 Delivery at Seller's option.
 The quality to be
 Special Terms, if any,
 Brokerage†
 Commission.
 This contract shall not be cancelled.
 Remarks, if any,
 Place :
 Date :

Buyer's signature.
Broker(s)
Commission Agent(s)

* If the place of delivery is not filled in above, it shall be taken to be Akola.

† If the particulars of brokerage or commission are not filled in above, the brokerage or commission payable shall be taken to be the usual or customary brokerage, or commission, unless previously agreed to.

FORM OF FORWARD CONTRACT

(Between principals only)

From
 To M/s.
 I/We have this day sold to you subject to the Bye-laws of the Madhya Pradesh Commercial Exchange, Ltd., which contain amongst other things provisions for the settlement of disputes by arbitration. (.....) Quintals of Groundnut Oil.
 at Rs. per Quintal delivered in*
 Delivery at seller's option.
 The Quality to be
 Special Terms, if any,
 This Contract shall not be cancelled.
 Remarks, if any,
 Place :
 Date :

Seller's signature.

* If the place of delivery is not mentioned above, it shall be taken to be Akola.

FORM OF FORWARD CONTRACT

(Between Principals only)

From
 To Messrs
 I/We have this day bought from you subject to the Bye-laws of the Madhya Pradesh Commercial Exchange Ltd., which contain amongst other things provisions for the settlement of disputes by arbitration, (.....) Quintals of Groundnut Oil
 at Rs. per Quintal, delivered in*
 Delivery at Sellers option.
 The Quality to be
 Special Terms, if any,
 This contract shall not be cancelled.
 Remarks, if any,
 Place :
 Date :

Buyer's signature.

If the place of delivery is not mentioned above, it shall be taken to be Akola.

THE MADHYA PRADESH COMMERCIAL EXCHANGE LIMITED

CLEARING HOUSE

Official Clearing House Delivery Order Form

(Original Tenderer)

.....

(Tendered.....)Akola,.....19

Time for arbitration expires on.....19

To, Messrs.

I/We beg to tender to you against my/our contract with you dated the....., the Groundnut Oil specified below, the Pucca—Delivery Order Form for which I/we have this day lodged with the Clearing House.

Particulars of Tender.

.....Quintals of Groundnut Oil.....lying at.....

.....

Mark	Contract or last settlement price	Terms

180 Grams per 20 Quintals of Groundnut Oil allowed for sample.

(Signature)

No. 1	To	No. 5	To
Price	C/D _____19	Price	C/D _____19
No. 2	To	No. 6	To
Price	C/D _____19	Price	C/D _____19
No. 3	To	No. 7	To
Price	C/D _____19	Price	C/D _____19
No. 4	To	No. 8	To
Price	C/D _____19	Price	C/D _____19

THE MADHYA PRADESH COMMERCIAL EXCHANGE LIMITED, AKOLA

CLEARING HOUSE

Pucca Delivery Order

.....Akola,.....19

First Seller.....Last Buyer*

Time for arbitration expires on.....19

To

.....

Please deliver to *.....

20 Quintals of Groundnut Oil of.....

as specified below, lying in.....

and take a receipt for the same.

Against contract No.....dated.....

Marks	Contract or last settlement price	Terms

180 Grams per 20 Quintals allowed for sample.

(Signature).....

N.B.—*Last Buyer's name to be filled in by Clearing House.

Each tender to be for 20 Quintals.

Form No.

THE MADHYA PRADESH COMMERCIAL EXCHANGE LIMITED
CLEARING HOUSE

Instruction Form

From.....to THE CLEARING HOUSE.

To be signed by a Principal. The Clearing House is not responsible for errors.

Please act for us in the disposal of Tenders against the following contracts.

ForGroundnut Oil.....Delivery :—
(Signature).....
D/

Clearing House D/O Number	Bought from	Contract No.	Contract Date	Settlement or Purchase Price	Sold to	Contract No.	Contract Date	Settlement or Sale Price	Clearing House D/O Number
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We are net

Long

 of

Short

 Quintals.

N.B.—Each Contract entered above is for 20 Quintals and the price must invariably be written in full again.

Form 10

THE MADHYA PRADESH COMMERCIAL EXCHANGE LIMITED,
CLEARING HOUSE.

SETTLEMENT STATEMENT

Akola.....196

Messrs.....Settlement Due.....19

This Statement shows :—The number of quintals on contracts with you for the Purchase and/or Sale of Groundnut Oil for Forward Delivery which we carried forward from last Settlement and the Purchases from and/or sales to you which we made prior to to-day.

It is agreed that payment or receipt of the Cash balances specified below shall be accepted in fulfilment and termination of such contracts for the Purchase and Sale of equal quantities of Groundnut Oil for Delivery during identical periods as this Statcment shows to be closed.

Date of Contract or last settlement	Name of Contract	No. of quintals		Price of Contract or Settlement prices	No. of quintals carried forward		PAYMENTS DUE		DUE DATE	Day	INTEREST	
		Bought from you	Sold to you		Bought from you	Sold to you	In our favour	In your favour			In our favour	In your favour

E. & O. E.

Signature :.....

L/G276GI/63

NOTIFICATION BY THE SAURASHTRA OIL AND OILSEEDS ASSOCIATION LTD., RAJKOT.

The approval of the Secretary, Forward Markets Commission, under sub-clause (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Notification of the Government of India, Ministry of Commerce and Industry, No. S.O. 1162, dated the 4th May, 1960 has been obtained to the following amendments made to the Bye-laws of the Saurashtra Oil and Oilseeds Association Ltd., Rajkot, the same having been previously placed on the notice board of the Association, pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

I. In Groundnut Oil/Groundnut Kernels Bye-laws :

In Bye-law 214A,

- (1) for clause (b), the following shall be substituted, namely; "(b) If the seller has not issued delivery order for the fulfilment of his outstanding sale transactions by the due date of the delivery month, the seller shall pay to the buyer the difference between the rate of the previous clearing or the rate of the contract, whichever is applicable, and the due date rate provided such rate is higher than the rate of the previous clearing or the rate of the contract. The seller shall also pay penalty as prescribed under Bye-law 125(A), provided the amounts so prescribed do not exceed the amount equivalent to the difference between the due date rate and the maximum rate fixed. In case the amounts of penalty prescribed in Bye-law 125(A) exceed the difference between the due date rate and the maximum rate fixed, the penalty shall be equivalent to the difference between the due date rate and the maximum rate fixed.

If the seller has issued delivery order without any goods to tender against the same or if the seller or his muccadam or his agent does not give delivery of the goods, the buyer shall act in accordance with other Bye-laws and shall be entitled to a penalty of Rs. 1.50 per tin of Groundnut Oil or Rs. 10 per 250 kgs. of Groundnut Kernels, in addition to the difference payable by the seller under other Bye-laws."

- (2) after clause (b), the following clause shall be added as clause (c), namely; "(c) Bye-law 214A as amended above shall be applicable to April, 1964 and subsequent contracts in Groundnut Oil and Groundnut Kernels and for the purpose of January, 1964 contracts in Groundnut Oil and Groundnut Kernels, Bye-law 214A as it stood on the date of the commencement of trading in January, 1964 contracts, namely, 22nd July, 1963 shall apply."

II. In Groundnut Whole (undecorticated) Bye-laws :

After Bye-law 7,

the following new Bye-law shall be added as Bye-law 7(A), namely; "7(A) Whenever, under Bye-law 214, the maximum and/or minimum rate or rates are fixed during a delivery period or if the same are fixed during a non-delivery period and shall not have come to an end on the first tender day, notwithstanding anything contained in other Bye-law the following provisions shall apply in respect of delivery orders and delivery of goods thereunder regarding transactions for such delivery period :—

- (a) If the last buyer does not take delivery of pucca delivery order, the buyer shall be deemed to have invoiced back the pucca delivery order to the first seller at the minimum rate applicable for that delivery period and in that event the buyer shall pay the difference between the rate of the previous clearing or the rate of the contract (whichever is applicable) and the minimum rate so fixed. In the event of the buyer failing to take delivery of goods after accepting the pucca delivery order the seller shall act in accordance with other Bye-laws.
- (b) If the seller has not issued delivery order for the fulfilment of his outstanding sale transactions by the due date of the delivery month, the seller shall pay to the buyer the

difference between the rate of the previous clearing or the rate of the contract (whichever is applicable) and the due date rate provided such rate is higher than the rate of the previous clearing or the rate of the contract. The seller shall also pay penalty as prescribed under Bye-law 7, provided the amount so prescribed does not exceed the amount equivalent to the difference between the due date rate and the maximum rate fixed. In case the amount of penalty prescribed in Bye-law 7 exceeds the difference between the due date rate and the maximum rate fixed, the penalty shall be equivalent to the difference between the due date rate and the maximum rate fixed.

If the seller has issued delivery order without any goods to tender against the same or if the seller or his muccadam or his agent does not give delivery of the goods, the buyer shall act in accordance with Bye-law 9.

- (c) The above Bye-law 7(A) shall apply to April, 1964 and subsequent contracts in Groundnut Whole and for the purpose of January, 1964 contract in Groundnut Whole, Bye-law 214A as it stood on the date of the commencement of trading in January, 1964 contracts, namely, 22nd July, 1963 shall apply.

III. In Cottonseed Bye-laws :

In Bye-law 238A,

- (1) for clause (b), the following shall be substituted, namely; "(b) If the seller has not issued delivery order for the fulfilment of his outstanding sale transactions by the due date of the delivery month, the seller shall pay to the buyer the difference between the rate of the previous clearing or the rate of the contract, whichever is applicable, and the due date rate provided such rate is higher than the rate of the previous clearing or the rate of the contract. The seller shall also pay penalty as prescribed under Bye-law 125, provided the amount so prescribed does not exceed the amount equivalent to the difference between the due date rate and the maximum rate fixed. In case the amount of penalty prescribed in Bye-law 125 exceeds the difference between the due date rate and the maximum rate fixed, the penalty shall be equivalent to the difference between the due date rate and the maximum rate fixed.

If the seller has issued delivery order without any goods to tender against the same or if the seller or his muccadam or his agent does not give delivery of the goods, the buyer shall act in accordance with other Bye-laws and shall be entitled to a penalty of Rs. 2.50 per 250 kgs. of Cottonseed, in addition to the difference payable by the seller under other Bye-laws."

- (2) after clause (b), the following clause shall be added as clause (c), namely; "(c) Bye-law 238A as amended above shall be applicable to September, 1964 and subsequent contracts in Cottonseed and for the purpose of May, 1964 contract in Cottonseed, Bye-law 238A as it stood on the date of the commencement of trading in May, 1964 contract, namely, 22nd July, 1963 shall apply."

Rajkot,

Dated the 10th December 1963.

N. G. VYAS
Secretary

THE EAST INDIA JUTE AND HESSIAN EXCHANGE LTD., CALCUTTA

Dated the 7th November 1963

No. G/104/63—The approval of the Deputy Director, Forward Markets Commission, under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. 1162, dated the 4th May 1960 has been obtained to the following amendment made to the Bye-laws of the East India Jute and Hessian Exchange Ltd., Calcutta, for trading in Hedge Contracts

in Raw Jute and Jute Goods, the same having been previously placed on the Notice Board of the Exchange pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954 :—

In the said Bye-laws :—

In Bye-law 35, after the clause (iv), the following clause (v) shall be added :—

"Constitution and Functions of Vigilance Committee.

- (v) (a) The Board shall, every year as soon as it is constituted appoint a Vigilance Committee of not more than 3 persons from among the Directors and/or members.
- (b) The Forward Markets Commission shall, however, have power to appoint, at any time or from time to time, not more than two persons, to be members of the said Vigilance Committee, in addition to the members appointed under clause (a).
- (c) The Vigilance Committee shall have power to investigate into and report on the violations of any provisions of the Bye-laws or of rules, regulations, orders or instructions issued thereunder, or under the Forward Contracts (Regulation) Act, 1952 or on such other matters of a like nature as may be entrusted to it by the Board either on its own initiative or on receipt of complaints of such violations. The Committee shall, at least once in every three months or oftener if necessary, send a report to the Board about the work done by it."

K. K. DATTA
Secretary

NOTICE

The following draft of a further amendment which it is proposed to make, in exercise of the powers conferred by section 5 of the Indian Red Cross Society Act, 1920 (15 of 1920), in the rules published with the notification of the Government of India in the Home Department No. 2777, dated the 22nd October, 1920, is published as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration by the Managing Body of the Indian Red Cross Society as early as possible after 29th February, 1964.

Any objection or suggestion which may be received in respect of the draft before the date specified will be considered by the said Managing Body.

Draft Amendment

In Chapter VI of the said Rules, for sub-rule (a) of rule 9, the following sub-rule shall be substituted, namely :—

- "(a) The current account of the Bureau shall be operated upon jointly by the Director of the Bureau and a Deputy Secretary to be nominated by the Managing Body. The accounts shall be closed and balanced monthly by the Honorary Treasurer."

C. K. LAKSHMANAN
Secretary-General
Indian Red Cross Society

LOST

The Government Promissory Note No. DH034808 of the 3½ per cent National Plan Loan, 1964 for Rs. 1,000 originally standing in the name of Reserve Bank of India and last endorsed to Shama Singh the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharge value in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of Advertiser : L.T.I. of Shama Singh s/o Gajinda Jat.

Residence: Village Bath, P.O. Haripur, Tahsil Nakodar, Distt. Jullundur.

CHANGE OF NAMES

I, hitherto known as Hariba Vithoba Pawar son of Shri Vithoba Bhalaghare, employed as Mason in the Naval Dockyard, Bombay, residing at Wani Chawl Bldg., No. 4, Room No. 60, Delisle Road, Bombay, have changed my name and shall hereafter be known as Hariba Vithoba Bhalaghare.

L.T.I. of H. V. Pawar

I, hitherto known as MANJIT SINGH BHANWAR son of Shri HARBHAJAN SINGH employed as I.A.F. Officer in Air HQ, residing at Central Vista Officers Mess NEW DELHI, have changed my name and shall hereafter be known as MANJIT SINGH.

M. S. BHANWAR
(Sd. in existing name)

"I hitherto known as Madhusudan son of Shri Harkisandas, employed as Clerk I in D.C.O.S.M., C. Rly., Parel, Bombay-12, residing at Pitak Mansion, 3rd Floor, C. P. Tank, Bombay-4, have changed my name and shall hereafter be known as Madhusudan Harkisandas Bhagat."

MADHUSUDAN

I, hitherto known as NILKANTHA son of Shri Maruti Chivate employed as Clerk in the Office of Supdt. of Post Offices, Sangli Division, Sangli residing at 501 Gaonbhag, Sangli, have changed my name and shall hereafter be known as NILKANTHA MAHARUDRAPPA CHIVATE.

NILKANTHA MARUTI CHIVATE
(Sd. in existing name)

I, hitherto known as KILPAUK NATARAJAN SIVA son of Shri NATARAJAN employed as Photographer in Visakhapatnam, residing at C/o Sub Post Master, Chennagalraopet, Visakhapatnam, have changed my name and shall hereafter be known as KILPAUK RAVI CHANDRA.

K. NATARAJAN SIVA
(Sd. in existing name)

I, hitherto known as A. SIMON AROKIASWAMY son of Shri Arokia Swamy employed as Tin Smith, T. No. 2389 in W. M's. Foundry Shop, S. Rly. Workshop, (Present address) A. Arokia Swamy, Tin Smith, T. No. 2389, S. Rly. Hubli, Mysore State, have changed my name and shall hereafter be known as SIMON AROKIA SWAMY.

A. SIMON

"I hitherto known as Ananthanarayana Venkatachalam Iyer (A. V. IYER), son of Shri P. Ananthanarayana Iyer (deceased), have changed my name and shall hereafter be known as Ananthanarayana Venkata Chalam (A. V. CHALAM)."

A. V. IYER
(Sd. in existing name)

"I hitherto known as Ramkrishna son of Shri Venkatraman, employed as Packer in Murdeshwar P.O. at (Present address) at and P.O. Murdeshwar S.O. N. K. Mysore State, have changed my surname and shall hereafter be known as Revankar (REVANKAR)."

(Ramkrishna)

I, Singhia Leverman, E. Railway, Kalipahari, Asansol Division, declare that I changed my name to Singheswar Prasad as per affidavit made and issued by First Class Magistrate Court, Asansol, dated 26-11-62.

I, Jogendra Nath Swarnakar son of Shri Janak Lal Swarnakar, working in the Seamen's Employment Office, Calcutta-22, have changed my surname from 'Swarnakar' to 'Dey' and shall henceforth be known as Jogendra Nath Dey.

I, hitherto known as Bama Charan Samal, son of Late Chandramani Chowdhury, employed as a Mazdoor in the Chief Inspectorate of Small Arms, P.O. Ichapur-Nawabganj, 24 Parganas, have changed my name and shall hereafter be known as Bamdev Roy.

BAMA CHARAN SAMAL

I, hitherto known as M. SHEMAIAH son of Shri MADALIAH employed as Skilled Artizan, T. No. 78, Carriage Building Shop, S. Rly., Workshop, Mysore South, Mysore-4, have changed my name and shall hereafter be known as M. MAHADEV.

M. SHEMAIAH
(Sd. in existing name)

I, hitherto known as P. SWAMINATHAN son of Shri (Late S. Piramanayagam Pillai, employed as Clerk in Departmental Telegraph Office, Tuticorin, residing at 22, South New Street, Tuticorin-2, have changed my name and shall hereafter be known as P. S. NATHAN.

P. SWAMINATHAN
(Sd. in existing name)

I, hitherto known as SUDARSHAN SINGH son of Shri MAL SINGH BISHT employed as Instructor in National Cadet Corps (DN College, Meerut), have changed my name and shall hereafter be known as SUDARSHAN SINGH BISHT.

SUDARSHAN SINGH
(Sd. in existing name)

I, hitherto known as SATYA DEO son of Shri Shankarlal employed as Signal Room Clerk in D.T.O., Ajmer, have changed my name and shall hereafter be known as SATYA DEO VATS.

SATYA DEO
(Sd. in existing name)

I, hitherto known as FAKIRAY LAL son of Shri Gobaray, employed as C.S.K. IV in No. 5 E.D. Air Force Station, Devlali, Distt. Nasik, residing at 12/6, M.E.S. Colony, South Devlali, Distt. Nasik (Maharashtra), have changed my name and shall hereafter be known as MAHENDRA KUMAR VIKRAM.

FAKIRAY LAL
(Sd. in existing name)

It is notified that I have changed my Surname from 'Das' to 'Roy' from 29-12-59. Henceforth I shall be known as Anil Kumar Roy.

ANIL KUMAR ROY
10, Kedar Dutta Lane,
Calcutta-6.

FORM NO. 155

(See Rule 329)

Member's Voluntary Winding Up.

Name of Company: The Chandigarh Goods Carrier Private Ltd., Jullundur City.

Notice convening final meeting.

Notice is hereby given in pursuance of section 497 that a General Meeting of the members of the above-named Company will be held at Bhagat Building, G.T.

Road, Jullundur City on the 15th April, 1964, at 11 o'clock (in the forenoon) for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and of hearing any explanation that may be given by the liquidator and also of, determining by a special resolution of the Company, the manner in which the books of accounts and documents of the Company and of the liquidator shall be disposed of.

Dated: this 10th day of February, 1964.

M. R. SHARMA
Liquidator

THE KUMARI PAPER MILLS LTD., THUCKALAY.
NOTICE

Notice is hereby given U.S. 485 of the Companies Act that in the General Meeting of members of the Kumari Paper Mills Ltd., held on 18-1-1964, a resolution has been passed to wind up the Company voluntarily as a member's voluntary winding up.

M. P. MOHAMAD
Liquidator

IN THE COURT OF THE MUNSIF, RAYAGADA.

Ex-Case No. 8 of 1963.

Decree holder: Nimalapuri Annapurnamma.

Versus

Judgment debtor: Pallaka Dulabho & others.

To

(2) Pasupureddi *alias* Pallaka Dulabho s/o Late Porosu, Now at Old Settlement, Block No. 1/24, Unit No. 5, P.O. Khargapur, District Midnapur.

Take notice that the above E.P. stands posted to 25-2-1964 at 10.30 A.M. in the Court of the Munsif, Rayagada for settling valuation of the lands situated in Pedaguda village, P. S. Gunupur, Munsiffi Gunupur sought for sale on 25-2-1964.

So you are hereby noticed to attend the Court at 10.30 A.M. in person or through Lawyer to oppose the valuation of the lands put by the D. Hr. in default of your attendance, the matter will be decided *ex parte*.

Given under my hand and the seal of the Court this the 4th day of February 1964.

Sd. ILLEGIBLE
Munsif
Rayagada

NOTICE TO CREDITORS

Estate: Richard Henry Wilson deceased.

Pursuant to Sections 360 of Act XXXIX of 1925 all persons having claims against the Estate of the above-named deceased of Fort Klamath Oregon in United States of America who died at Fort Klamath aforesaid on the 21st day of July 1960, are hereby required to send full particulars of their claims to Mr. Framjee Cursetjee Heerjeebhoy Rustomjee of 5 & 7, Netaji Subhas Road, Calcutta, the Administrator to the above estate on or before 17th March 1964 after which date the said Administrator will proceed to distribute the assets of the above estate without regard to any claims except those of which any notice shall then have been received.

Dated, Calcutta the 10th day of February 1964.

SANDERSONS & MORGANS
Solicitors for the said Administrator
5 & 7, Netaji Subhas Road, Calcutta.